

C&C CONTRACTING, INC.,)	AGBCA Nos. 2004-144-1
)	2004-145-1
Appellant)	
)	
Representing the Appellant:)	
)	
Ben D. Cushman, Esquire)	
Cushman Law Offices)	
924 Capitol Way South)	
Olympia, Washington 98501)	
)	
Representing the Government:)	
)	
Mary E. Sajna, Esquire)	
Office of the General Counsel)	
U. S. Department of Agriculture)	
1220 S.W. Third Avenue, Room 1734)	
Portland, Oregon 97204-2825)	

DECISION OF THE BOARD OF CONTRACT APPEALS

May 13, 2004

Before POLLACK, VERGILIO, and WESTBROOK, Administrative Judges.

Opinion for the Board by Administrative Judge VERGILIO.

On March 10, 2004, the Board received a notice of appeal from C&C Contracting, Inc. of Arlington, Washington (contractor), regarding two contracts with the respondent, the U. S. Department of Agriculture, Forest Service (Government). The contractor contests the termination for default entered by the contracting officer in each contract, No. 50-05G2-1-0047 (docketed as AGBCA No. 2004-144-1) and No. 50-05G2-1-0049 (docketed as AGBCA No. 2004-145-1), involving storm damage repair work in the Olympic National Forest, Washington. The Government based each termination for default on its conclusion that the contractor failed to provide the performance and payment bonds required by each contract, and failed to cure the deficiency within the period prescribed in cure notices.

The Board has jurisdiction over these timely-filed appeals pursuant to the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended (CDA). Following an initial telephone conference, the Government and contractor successfully resolved these disputes. On May 12, 2004, the parties confirmed to the Board during a telephone conference, that they had entered into a no-cost

settlement of the disputes, with the contracts considered terminated but neither terminated for default nor for the convenience of the Government. Regarding the two contracts here in dispute, the contractor waives any right to claim further liability, future payment and/or claims against the Government, and the Government waives any claims against the contractor except for indemnification for third party damage or liability for actions performed by the contractor, if any. The parties consider the disputes to be fully resolved and settled. Based upon the settlement, the parties request a dismissal with prejudice of these matters.

DECISION

Given the settlement of the disputes and the request of the parties, the Board dismisses with prejudice these appeals.

JOSEPH A. VERGILIO

Administrative Judge

Concurring:

HOWARD A. POLLACK

Administrative Judge

ANNE W. WESTBROOK

Administrative Judge

Issued at Washington, D.C.

May 13, 2004